

RESOLUTION OF THE TOWNSHIP OF JACKSON
JACKSON, NEW JERSEY

RESOLUTION NUMBER: 376R-10

DATE OF ADOPTION: 8/24/10

TITLE: AUTHORIZE THE EXECUTION OF CONTRACT AMENDMENTS TO THE 2007,
2008, 2009 AND 2010 CONTRACT BETWEEN TOWNSHIP OF JACKSON AND PBA
LOCAL 168

Council Member Updegrave presents the following resolution.

Seconded by Riviere

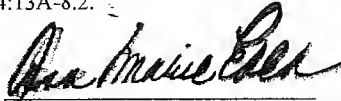
1 of 1

WHEREAS, negotiations were entered into pursuant to Public Law 168, Chapter 303 between the Township of Jackson in the County of Ocean, and Local 168 of the Jackson Township PBA Local 168, to amend the 2007-2010 PBA Contract; and

WHEREAS, as a result of these negotiations, an agreement was reached regarding these matters;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF JACKSON, COUNTY OF OCEAN, STATE OF NEW JERSEY that:

1. The PBA Contract for the years 2007 – 2010 is hereby amended with a copy of which is annexed hereto, and is made a part thereof of the 2007 – 2010 PBA Contract. The amendments are hereby accepted by the Township of Jackson, and the Mayor is hereby authorized to execute same, and the execution of said amendments are hereby approved by the Township Council.
2. The amendments are approved by the Township of Jackson subject to approval by Local 168 of the Jackson Township PBA.
3. Copies of this resolution to Local 168, PBA, Township Administrator, Chief of Police, Chief Finance Officer, Personnel Officer and any other interested parties.
4. A certified copy of the amendments are to be forwarded to the Public Employment Relations Commission, Labor and Industry Building, John Fitch Plaza, P.O. Box 2209, Trenton, N.J. 08625 as per N.J.S.A. 34:13A-8.2.

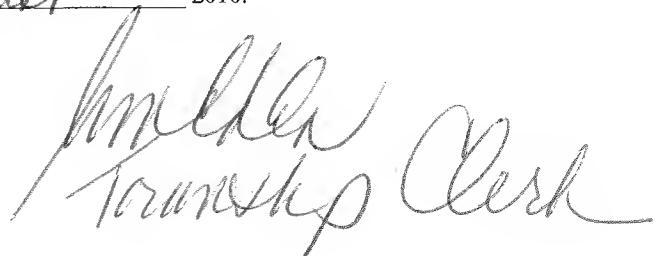


ANN MARIE EDEN, R.M.C.
TOWNSHIP CLERK

DATED: 8/24/10

RECORD OF VOTE				COUNCIL VICE PRES.	COUNCIL PRESIDENT
TOWNSHIP COUNCIL	Michael Kafton	Bobbie Riviere	Ann Updegrave	Kenneth Bressi	Scott Martin
YES		✓	✓	✓	
NO					
ABSTAIN					
ABSENT	✓				✓

I, Ann Marie Eden, Municipal Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a Resolution adopted by the Township Council on the 24 day of August 2010.



Township Clerk

**ADDENDUM TO 2007-2010 COLLECTIVE BARGAINING AGREEMENT BETWEEN
JACKSON TOWNSHIP PBA LOCAL #168**

-AND-

TOWNSHIP OF JACKSON

WHEREAS, the Jackson Township PBA Local #168 (hereinafter referred to as the PBA) and the Township of Jackson (hereinafter referred to as the Township) are parties to a collective negotiations agreement applicable to all regular, full-time police officers of the Jackson Township Police Department below the rank of Lieutenant, the terms of which will expire on December 31, 2010; and

WHEREAS, the Township recently advised the PBA as to the possibility of laying a certain number of police officers off due to economic and other financial pressures; and

WHEREAS, in order to avoid the necessity of any layoffs the Township and the PBA have agreed to modify and otherwise amend the terms of the 2007-2010 collective bargaining agreement; and

NOW, THEREFORE, the Township and the PBA agree to amend the 2007-2010 collective bargaining agreement, effective July 1, 2010, as follows:

1. Article XV, Section 1, shall be amended so as to eliminate the annual clothing and maintenance allowance for calendar year 2010 only. Instead, each PBA member shall contribute the sum of \$1,650 to cover the cost for their clothing and maintenance expenses. Again, this clothing and maintenance allowance "give back" shall be for calendar year 2010 only and shall be collected by the PBA through bi-weekly deductions. Upon collection of said sum from each and every member, the PBA will then forward said payments to the Township. It is further agreed that said

deductions will commence with the first paycheck in July, 2010 and continue through the last paycheck in December. It is expressly understood and agreed that the clothing and maintenance allowance "give back" referenced herein shall only be for calendar year 2010. Therefore, if a successor collective bargaining agreement is not in effect as of January 1, 2011, the terms of the 2007-2010 collective bargaining agreement, including the entitlement to receive a clothing and maintenance allowance of \$1,400 shall survive the expiration of said contract.

2. Article IX, Section 1 shall be amended so as to add the following clause:

Currently, PBA members may elect to be paid for overtime worked in either cash or compensatory time off. Between the period of July 1, 2010 and December 31, 2010, PBA members shall only be compensated for overtime worked in the form of compensatory time. However, if a member's compensatory time bank exceeds 480 hours, said member shall be paid for all overtime worked thereafter in cash.

3. Article IX, Section 3(B) shall be amended so as to add the following clause:

For the period of July 1, 2010 to November 1, 2010, an employee may only be allowed to receive payment for his or her compensatory time up to 50 hours. It is further understood that in the event that any officer already received payment for up to 50 hours of compensatory time in 2010 prior to the execution of this Addendum, said officer shall be permitted to cash in an additional 50 hours of compensatory time this year. The above restrictions shall not apply to any employee who retires or otherwise separates from employment from the Township as said member shall be entitled to be paid in cash for all compensatory time earned and accrued as of the date of his/her retirement or separation of employment.

4. In the event of vacancies created at any rank due to retirement or other circumstances, the Township agrees to fill said vacancies within sixty (60) days.

5. The above modifications to the 2007-2010 collective bargaining agreement have been entered into with the express understanding that the Township will not effectuate any layoffs of any members of the Police Department for a period of

one (1) year, commencing from the date of the execution of this Agreement. It is further understood that in the event the Township effectuates any layoffs during the aforesaid one year period, all of the provisions of his Agreement shall be null and void and all monies previously tendered by the PBA pursuant to this Agreement shall be immediately returned by the Township.

6. All other terms and conditions of the parties' 2007-2010 collective bargaining agreement shall remain in full force and effect.

The parties, by their signatures below, do hereby agree to the terms and conditions herein in their entirety and acknowledge that there are no other promises between the two parties, except as what is set forth herein.

IN WITNESS THEREOF, the parties hereto set their hands and seals this

25 day of August, 2010.

Township of Jackson

By: _____

Township Mayor

Date: 8-25-10

Jackson Township PBA Local #168

By: _____

PBA President

Date: 8-25-10

Attest:

Township Clerk

Date: 8-25-10

Witness

Witness

Date: 8-25-10

**ADDENDUM TO 2007-2010 COLLECTIVE BARGAINING AGREEMENT BETWEEN
JACKSON TOWNSHIP PBA LOCAL #168**

-AND-

TOWNSHIP OF JACKSON

WHEREAS, the Jackson Township PBA Local #168 (hereinafter referred to as the PBA) and the Township of Jackson (hereinafter referred to as the Township) are parties to a collective negotiations agreement applicable to all regular, full-time police officers of the Jackson Township Police Department below the rank of Lieutenant, the terms of which will expire on December 31, 2010; and

WHEREAS, the Township and the PBA have identified certain areas in the aforesaid collective bargaining agreement in need of modification; and

WHEREAS, the Township and the PBA have discussed and agreed upon the specific areas of the collective bargaining agreement to be modified, all of which shall take effect on August 23, 2010; and

WHEREAS, the Township and the PBA are desirous of amending and codifying said terms and conditions as are related thereto; and

NOW, THEREFORE, the Township and the PBA agree to amend the 2007-2010 collective bargaining agreement, effective August 23, as follows:

1. Article V, Section 1. The second sentence of this clause shall be revised to state as follows:

All employees shall be permitted to use up to five (5) days of sick time per calendar year to care for a family member.

2. Article VII, Section 1. The following shall be added at the end of this clause:

The work day for all officers assigned to the Patrol Division shall consist of not more than eleven (11) consecutive hours. The work week for officers assigned to the Day and Evening shifts shall consist of a rotation commonly referred to a "Pitman" schedule. This shall be implemented as follows: Two (2) consecutive working days, followed by two (2) consecutive non-working days, followed by three (3) consecutive working days, followed by two (2) consecutive non-working days, followed by two (2) consecutive working days, followed by three (3) consecutive non-working days. This rotation shall then be repeated hence forth. This fourteen (14) day rotation shall also be implemented in a manner in which the three consecutive non-working days always include every other Friday, Saturday and Sunday in its entirety. The work week for officers assigned to the Midnight shift shall consist of three (3) consecutive working days, followed by three (3) consecutive non-working days. This rotation shall be repeated henceforth.

3. Article VII, Section 1. The following shall be added at the end of this clause:

The workday for all officers assigned to the Patrol Division shall consist of not more than eleven (11) consecutive hours. The hours worked by the affected personnel shall be as assigned in accordance with Article VIII (Shift Bidding) limited to one of three shift assignments listed within this section; 0700 hours – 1800 hours hereby referred to as Day shift; 1300 hours – 2400 hours hereby referred to as Evening shift; and 2030 hours – 0730 hours hereby referred to as Midnight shift. This shall be only interpreted to mean that this shall be the time patrol personnel are to report for duty, and all police matters, including zone/equipment assignments and information sharing commonly referred to as "Briefing Time" or "Roll Call", as well as sufficient time (fifteen minutes minimum) to unload/turn in equipment/paperwork and change into personal attire during the conclusion of the shift, shall be conducted within the delineated working hours. Work week shift hours may be adjusted by mutual consent between management and the PBA and thirty (30) days notice shall be given to any and all affected personnel prior to the agreed upon adjustment.

4. Article VII, Section 2. The following provision shall be added to the end of this clause:

For all officers assigned to the Patrol Division, the workday shall consist of not more than eleven (11) consecutive hours. This shall not preclude employees from being required to work additional hours should appropriate police authority deem an emergency to exist, where the

assignment of extra manpower would be essential for the safety and well being of Jackson Township and its residents. In any event, no employee shall be required to work more than eighteen (18) consecutive hours. Any member required to work extra duty shall be entitled to time and one-half compensation, as per Article IX.

5. Article VII, Section 5. The following provision shall be added to the end of this clause:

All officers assigned to the Patrol Division, in which the work week consists of the "Pitman Rotation" shall report for training duty only on any of their non-working days for four (4) instances of departmental training per calendar year, consisting of not more than eight (8) consecutive hours in total. Advance notice of forty-five (45) days shall be provided to the employee in writing prior to any such instance of training. This is not to be interpreted to mean that patrol personnel shall be utilized for any purposes other than to fulfill their training obligations. In the event the appropriate police authority should deem an emergency exists where the assignment of these extra personnel would be essential for the safety and well being of the public, then said personnel may be assigned as needed, but will be compensated at their overtime rate as delineated in Article IX. Any departmental training days not utilized during the calendar year shall not be carried over to the next year.

6. Article VII. The following additional sections shall be added to this clause:

Section 6. The new work schedule for officers assigned to the Patrol Division and described herein shall take effect on August 23, 2010 for a one (1) year trial period. If either party desires to revert back to the prior work schedule, said desire must be communicated to the other party in writing on or before August 23, 2011. If said notice is not served upon the other party in a timely manner, the work schedule described herein shall become permanent.

Section 7. In the event there is an adjustment of shift hours for any officer, same must be agreed upon by and between the employee and management.

Section 8. For all officers assigned to the Patrol Division, it is agreed that a meal and hygiene break, hereby referred to as a "chow break" shall be provided for a consecutive duration of one (1) hour and fifteen (15) minutes during each eleven hour shift. This shall be prescheduled at the commencement of each shift during briefing time, and officers not

receiving said break as ordered by the appropriate police authority, shall be entitled to overtime compensation for this period of time which must be taken in compensatory time.

7. Article VIII, Section 5. The following sentence shall be added to this clause:

For the purpose of this Section, a "tour of duty" for officers assigned to the Patrol Division's Day and Evening shifts shall be defined as a seven (7), or one half of a fourteen (14) day "Pitman" rotation. For officers assigned to the Patrol Division's Midnight shift a "tour of duty" shall be defined as three (3) consecutive working days and three (3) consecutive non-working days. For all officers assigned to units other than the Patrol Division, a "tour of duty" shall be defined as four (4) days on and three (3) days off in one cycle.

8. Article IX, Section 1. The following shall be added at the end of this clause:

For all officers assigned to the Patrol Division, it is agreed that all overtime consisting of time and one-half shall be paid for hours worked in excess of the regular scheduled shift consisting of eleven (11) consecutive hours, except as hereinafter set forth.

9. Article IX, Section 3. Any reference to "tour" in this Section shall be revised so as to state "shift". Additionally, the last sentence in this clause shall be modified to state as follows:

If the employee remains beyond fifteen (15) minutes at the end of a shift, the employee shall be paid the overtime rate for all time worked in excess of the workday of eleven (11) consecutive hours for officers assigned to the Patrol Division and ten (10) consecutive hours for all officers assigned to units other than the Patrol Division, except as otherwise provided.

10. Article IX, Section 3 (A). This clause shall be modified as follows:

It is agreed that when an employee remains beyond fifteen (15) minutes at the end of his/her shift, the employee shall be paid one-half ($\frac{1}{2}$) hours pay and thereafter the employee shall be paid the overtime rate for the actual time worked in excess of the workday of eleven (11) consecutive hours for officers assigned to the Patrol Division and ten (10) consecutive hours for

officers assigned to units other than the Patrol Division, except as otherwise provided.

11. Article IX. The following additional section shall be added to this clause:

Section 15. Whereas it is established that overtime compensation is paid to police personnel in order to maintain minimum staffing levels, this practice will not remain the case only during the overlapping portions of the Pitman rotation's three shifts for only up to two (2) instances of sick time call outs. Any additional instances of sick leave shall result in overtime payment to maintain staffing levels. This buffer for sick time related overtime may not be utilized by police personnel to pre-schedule any type of leave. Up to the two (2) buffer positions will be utilized to provide additional leave opportunities if and only if minimum staffing levels are achieved on both of the overlapping shifts with the needed personnel present and accounted for at briefing/roll call, and granting such leave is not believed to general overtime.

12. Article X, Section 1. The following shall be added to this clause:

All police officers assigned to the Patrol Division shall be entitled to the following vacation with pay at his/her regular rate of pay:

Less than 1 year of service	10 hrs per month
1 year to less than 5 years	130 hrs
5 years to less than 10 years	170 hrs
10 years to less than 15 years	220 hrs
15 years or more	230 hrs

13. Article X, Section 15. This clause shall be revised to state as follows:

It is agreed that all employees shall be permitted to continue to take vacation days, comp days and earned vacation days at a rate of one (1) day at a time, two (2) days at a time, etc.

Further, it is agreed that an employee is permitted to take at any time a minimum of one (1) hour, two (2) hours, or any amount of vacation time, earned vacation time, sick leave, or comp time, during an eleven (11) hour period of work, provided said leave will not knowingly generate overtime. However, Section 10 of Article IX also applies to this section.

14. Article XI, Section 1. This clause shall be revised to state as follows:

Each employee shall be entitled to four (4) annual personal days, which shall be taken as whole days.

15. Article XIX, Section 1 (C). This clause shall be revised to state as follows:

An employee temporarily assigned to the duties of a higher rank shall receive the minimum pay of the higher ranked for the period of service. "Temporarily Assigned" for the purpose of this section is defined, for officers assigned to the Patrol Division, as eleven (11) or more consecutive hours or one (1) or more consecutive eleven (11) hour shifts, as approved and authorized by the Chief of Police or his Designee. For all police officers assigned to units other than the Patrol Division, "Temporarily Assigned" for the purpose of this section is defined as ten (10) or more consecutive hours or one (1) or more consecutive ten (10) hour shifts, as approved and authorized by the Chief of Police or his Designee.

16. Article XXII, Section 1. This clause shall be modified so as to replace any reference to "tour" with "shift". Additionally, the reference to "sixteen (16) hours per month" shall be replaced with "two (2) respective shift days per month".

17. Article XXII, Section 10. The reference to "sixteen (16) hours per month" shall be replaced with "two (2) respective shift days per month".

18. All other terms and conditions of the parties' 2007-2010 collective bargaining agreement shall remain in full force and effect.

The parties, by their signatures below, do hereby agree to the terms and conditions herein in their entirety and acknowledge that there are no other promises between the two parties, except as what is set forth herein.

IN WITNESS THEREOF, the parties hereto set their hands and seals this

25 day of August, 2010.

Township of Jackson

By: _____

Township Mayor

Date: 8-25-10

Jackson Township PBA Local 168

By: _____

PBA President

Date: 8-25-10

Attest:

Township Clerk

Date: 8-25-10

Witness

Date: 8-25-10